

home is not sold within 30 days after hiring Respondent they would receive \$3,500.00 from the Respondent whether or not their home was sold at a later date. In order to resolve this matter without the necessity of protracted litigation, the parties agreed to enter into this consent agreement (referred to throughout this document as "consent or consent agreement").

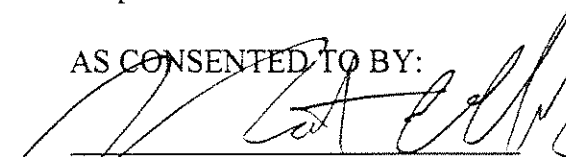
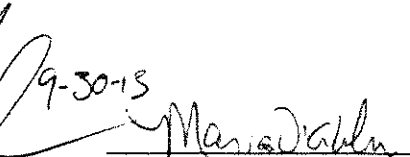
5. Without admitting to or denying the Department's findings and/or concerns, Respondent agrees to pay a total administrative penalty in the amount of two thousand-five hundred dollars (\$2,500.00) and shall provide payment of such amount upon the execution of this document. Checks or money orders in the aforementioned amounts shall be made payable to the Office of the General Treasurer, and forwarded to the Department.
6. Respondent agrees to set-forth all appropriate and necessary disclaimers in the body of a claim made in an advertisement, especially with respect to Respondent's Guaranteed Sale Program, and any similar program advertised by Respondent, which at a minimum shall contain a clearly legible disclaimer ensuring that the public knows that the seller and realtor must agree to the price that Respondent will pay for the home if it is not sold. Respondent understands and agrees that a footnote disclaimer in written advertised material is not an acceptable disclaimer to the Department.
7. Respondent agrees that any advertising in a manner that includes the direct mailing of a realistic appearing check to consumers suggesting that the consumer will be entitled to negotiate the check if their home is not sold shall clearly state that such checks are not negotiable and can only be redeemed by

the consumer as a reduction in commission if their home is sold by Respondent.

8. Respondent agrees that any advertising in a manner suggesting that the consumer will be entitled to any sort of remuneration, ie. discount, reduction in commission, from Respondent in connection with the sale of a consumers home shall clearly and plainly explain the circumstances under which the consumer will be entitled to such remuneration, and when and how such remuneration will be received.
9. Any violation of the provisions of this Consent Agreement by Respondent, may result in the Department initiating administrative proceedings with notice and an opportunity for hearing.
10. The parties agree that this Consent Agreement and its terms represent the final determination of this matter. By agreeing to resolve this matter through this Consent Order, Respondent voluntarily waives his right to the hearing process, and voluntarily waives his rights to pursue an appeal to the Rhode Island Superior Court.
11. The Department and Respondent hereby agree to the foregoing as to form and substance.

IN WITNESS WHEREOF, this Consent Agreement has been executed in duplicate by the parties and effective on the last execution date consented to below.

AS CONSENTED TO BY:

	
Nathan Clark	Maria D'Alessandro
Date	Date
	Deputy Director

9-30-13 10/7/13